

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2007 by and between WRIGHT COUNTY CONSERVATION BOARD, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL 238, hereinafter referred to as the "union". Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

**ARTICLE 1
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of the Employer in the following bargaining unit as certified in PERB Case No. 7325:

INCLUDED: Park Ranger I and II and Naturalist.

EXCLUDED: Conservation Director, seasonal employees and all others excluded by Iowa Code section 20.4.

**ARTICLE 2
GRIEVANCE PROCEDURE**

The investigation or processing of a grievance by the Union representative(s) shall be carried out in a manner which does not interfere with normal operations. Time spent by an employee on a single complaint shall be without pay, unless permission is requested from the Employer in advance, and approved. A grievance is defined as an allegation that the Employer has violated an expressed provision of this agreement. Grievance forms shall be provided by the Union.

Time Limits: If a grievance is not presented within the time limits set herein, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and grievant. More than one (1) grievance may be heard by the same arbitrator only by mutual agreement of the parties.

Step 1 – Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate Supervisor. The grievance shall be discussed orally, but the grievant shall state the provision(s) of this Agreement allegedly violated. Step 1 must be taken within seven (7) calendar days of the incident. The immediate Supervisor shall have seven (7) calendar days to investigate the grievance and respond to it.

Step 2 – If the disposition of grievance in Step 1 is not satisfactory to the grievant or Union, the Union shall make written report on a copy of the Grievance Form and submit it to the Director within seven (7) calendar days after the response. The Director shall schedule a conference with the grievant and the Immediate Supervisor within ten (10)

calendar days of receipt of the complaint. Following the aforesaid conference, the Director shall investigate the grievance, and respond to it in writing within ten (10) calendar days.

Step 3 – If the disposition of the grievance in Step 2 is not satisfactory to the grievant or Union, the grievance may, within seven (7) calendar days after the receipt of the answer in Step 2, be appealed to the Chair of the Conservation Board. The Chair may schedule a conference with the grievant, Union representative and Director within fifteen (15) calendar days of receipt of the grievance. Following the conference, if held, the Chair shall respond to the grievance in writing within fifteen (15) calendar days of the meeting, if held, or within fifteen (15) calendar days of receipt of the grievance.

Step 4 – If the grievance is not settled in accordance with the foregoing procedure, the Union may, within seven (7) calendar days after receipt of the answer in Step 3, invoke the impasse procedure for the purpose of selecting an arbitrator as specified in this Agreement.

ARTICLE 3 AUTHORITY OF ARBITRATOR

Selection of Arbitrator: The party referring the case to arbitration will within fifteen (15) calendar days after notifying the other party of its intent to proceed to arbitration, request the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators. The parties will select one (1) arbitrator from the list by mutual agreement, if possible; otherwise, by the parties alternately eliminating names from the list. A coin toss will determine which party strikes first. The fees and expenses of the arbitrator will be paid equally by the parties.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the employee or Union, and shall have no authority to make his/her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his/her employment with the Employer, but not in excess of the period above defined.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustments, in any other case. No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 4 SENIORITY

Seniority is defined as an employee's length of continuous service with the Employer since his/her last date of hire.

Any employee who started as a temporary employee and who becomes a regular employee shall have his or her temporary service counted toward seniority.

Service with the County in an excluded or exempt position shall not be applied in calculating seniority for application to the provisions contained in this Agreement except for the calculation of vacation and sick leave.

An Employee who is transferred, for whatever reason, from an excluded or exempt position to a position covered by the terms of this Agreement and who had previously occupied a position covered by the terms of this Agreement, shall have his/her previous service time in the included position re-established without loss and applied to his/her seniority for application to the provisions contained in this Agreement.

A new employee shall serve a probationary period of six (6) months.

An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for cause.
- (c) Failure to report for work at the end of leave of absence.
- (d) Failure to report to work within three (3) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (e) Length of service rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (f) Employee retires.
- (g) An employee is absent from work for any reason, other than a work-related injury, for over one (1) year or for a period of time equal to his/her length of service, whichever is shorter.
- (h) An employee is absent from work due to a work related injury for a period of two (2) years.

ARTICLE 5 TRANSFER/PROMOTION

Section 1: Vacancies:

The Employer shall have sole discretion to fill a vacancy or vacancies. The Employer shall post notice of all vacancies and minimum qualifications of an applicant in a designated place for a period of five (5) working days before a vacancy or newly created job classification in the bargaining unit will be filled. Present employees shall have an opportunity to bid for such position and have their bid considered before qualified applicants outside the unit shall be considered by the Employer. When more than one employee is being considered to fill a vacancy with equal qualification, seniority shall rule. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification.

Section 2: Seniority List: The Employer shall prepare and post, on all existing bulletin boards used by the conservation Employees a seniority list as defined in this Article. The lists shall be updated annually and shall contain the employees name, classification and seniority date.

ARTICLE 6 REDUCTION IN FORCE AND RECALL

The reduction in force must be in a systematic manner. The layoff will be accomplished in the following sequence: probationary employees and seasonal employees first and finally permanent employees based upon their seniority.

Employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. The seniority of an employee will terminate if the employee is laid off for a period exceeding six (6) months.

Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 7 LEAVES

Section 1: Military Leave: Employees will be granted military leave in accordance with state and federal law. Returning to work will be in accordance with current State and Federal law.

Section 2: Jury Duty: All probationary and regular full time employees shall be granted time off with pay for serving on jury duty. Employee shall be granted this time off only for that part of the workday required by jury duty. Employees must report for work if released from duty before 12:30 p.m.

Section 3: Funeral Leave: All regular full time employees (including probationary employees) will be allowed time off with pay to attend funerals on the following schedule: up to five (5) days per occurrence for arrangement and attending the funeral of a wife, husband, child, mother, father, sister or brother; up to three (3) days off per occurrence of funerals of grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law; one day per occurrence shall be allowed to serve as a pallbearer. Employees may be granted up to two (2) additional days with the approval of the Employer. All funeral leave days to be taken from the employee's accumulated sick leave.

Section 4: Personal Leave: A working period of at least one hour to a maximum of three (3) days per calendar year, may be taken by a regular full time employee for emergency or personal reasons, or to conduct personal business that cannot be scheduled during non-working hours. Said period and reason for leave to be certified by the Director. All personal leave shall be taken from the employee's accumulated sick leave account.

Section 5: Holiday Leave: Payment for holidays designated by the Board of Supervisors in January of each is included in the employee's annual salary. If an employee works on one of the recognized holidays, he/she will be paid for the hours worked on the holiday plus an additional 8 hours as holiday pay, unless prohibited by budget constraints. In that event, payment will be in the form of compensatory time.

Section 6: Sick Leave: All regular full time employees (including probationary employees) shall be entitled to accrue sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of continuous employment, from the last date of hire, subject to the following conditions:

- a. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental or optical examination or treatment.
- b. Sick leave shall not be used for vacation leave.
- c. Sick leave shall not be taken in advance.
- d. In all cases where an employee has been absent on sick leave, he/she shall, immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item a where such absence exceeds five (5) working days. Such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at their discretion, require evidence of illness or other reason as defined in item a above as deemed necessary, and in all cases, sick leave pay shall not be granted until approved by the Employer.
- e. Sick leave may be taken in increments of one (1) hour. Officially designated holidays falling within a period of sick leave can not be counted against sick leave.
- f. If an illness or injury extends beyond sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.
- g. While an employee is off on sick leave, vacation leave and sick leave shall continue to accrue as if the employee was at work.
- h. Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
- i. An employee off work due to an injury or illness covered by Workers Compensation payments, may elect to supplement Workers Compensation payments with accumulated sick leave not covered by Workers Compensation. The employee's sick leave will be reduced by the appropriate amount of sick leave used.

- j. An employee may use up to five (5) days of accrued sick leave for illness or injury of a family member of their immediate family. The immediate family is defined as the spouse and children of the employee. Subsection a and d of this article apply.
- k. Retiring employees are eligible to be paid for unused sick leave at the rate of one dollar (\$1.00) per hour up to a maximum of two thousand hours. A retired employee is one who has left County employment and is eligible for an IPERS retirement allowance.

Section 7: Leave Without Pay: Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer. The employee must request leave without pay in writing prior to the end of exhausting their leave accounts. The request shall be for the remaining period of disability. An employee granted leave without pay shall not accrue any vacation, sick leave or other benefits.

Section 8: Vacation Leave:

Schedule of Years	Days per Month	Days per Year
0-1	0.5	6
2 nd year	0.834	10
3 rd through 7 th	1	12
8 th through 14 th	1.25	15
15 th through 19 th	1.5	18
20 th +	1.66	20

Employment is to be continuous for the purpose of computing vacation benefits. Vacation must be scheduled in advance through the Director. An employee may not accumulate more than thirty (30) days of vacation.

**ARTICLE 8
HEALTH AND SAFETY**

All employees shall comply with all federal, state and local safety rules and regulations.

When an employee suffers an injury at work, a report of such accident shall be made within twenty-four (24) hours to the head of the department or designee of which the injured individual is assigned. This report shall give all known details and circumstances pertaining to the injury and the names of witnesses if any.

**ARTICLE 9
STEWARD**

The Employer recognizes the bargaining unit's right to have Stewards. No more than one (1) employee will serve on the Union's negotiating committee. The employee serving on the Union's negotiating committee will be in pay status if negotiations are scheduled during normal work hours. Any hours spent in negotiations outside of the employee's work hours are not compensable.

ARTICLE 10
HOURS OF WORK AND OVERTIME

Normally the workweek is Monday through Friday 7:30 AM to 4:00 PM. Due to seasonal fluctuations in duties, the normal hours may be changed based on the work requirements. (Camper registration, restroom cleanings, etc)

The Director will post the work schedule by the 15th of the preceding month. For example, August's work schedule will be posted by July 15. The parties agree and understand that circumstances may necessitate changes to the posted work schedule.

Overtime Employees covered by this Agreement shall be compensated for authorized overtime work at one and one-half (1-1/2) times the Employee's straight time hourly rate for work in excess of forty (40) hours in a work week as compensatory time. Any request to use compensatory time must be approved by the Director. The Board may, at its discretion, direct overtime to be paid in cash.

Breaks Employees are allowed to take breaks as time and workload allows. Breaks and lunch are not duty free.

ARTICLE 11
JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made hereto Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes a part of the Agreement.

ARTICLE 12
INSURANCE

Article to read: Each eligible full-time employee will pay fifteen (\$15.00) per month toward the cost of the single health insurance premium. If an employee desires to cover his/her eligible dependents, he/she may do so by paying 25% of the dependent premium (family minus single premium). The remaining monthly premium for hospital and medical insurance will be paid by the County. The County shall retain the right to select the insurance coverage, however in the event the employer elects to change insurance carriers, the new coverage shall provide comparable benefits as in effect on July 1, 2004. Employees may choose from among the three options as outlined in Appendix B.

The Employer will pay single and/or family premium for each eligible full-time employee for a dental insurance plan selected by the Employer.

ARTICLE 13
RULES

The Union shall be given a copy of the Employer's work rules prior to their effective date.

**ARTICLE 14
DUES DEDUCTION**

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Employer will enclose with the deduction a seniority list of unit employees indicating those employees for which dues have been deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 15
MISCELLANEOUS**

The Employer will provide such special uniforms as it shall require employees to wear while at work.

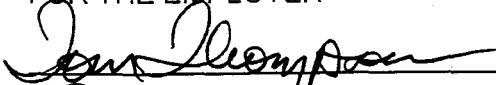

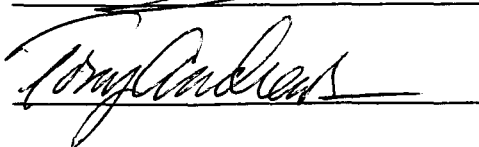
In the event the Employer requires in-service training of employees, such training shall be considered as work time and the employees will be compensated. The mileage allowance shall be the rate established by the Board of Supervisors. Meals, lodging, tuition and public transportation costs authorized and approved by the department head will be paid on an actual cost basis when receipts for these expenses are attached to the voucher filed. The department head shall authorize, in advance, any meal expense to be incurred on trips which do not require absence away from home overnight.

**ARTICLE 16
DURATION OF AGREEMENT**

THIS AGREEMENT shall be effective from July 1, 2007 and shall continue to remain in full force and effect until its expiration on June 30, 2008.

Signed this 14 day of MARCH, 2007.

FOR THE EMPLOYER

FOR THE UNION



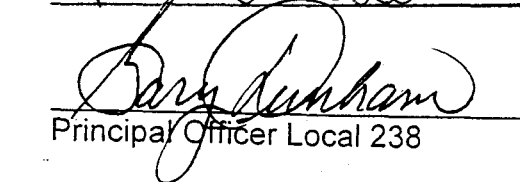



Principal Officer Local 238

EXHIBIT A
JOB CLASSIFICATIONS AND STRAIGHT TIME WAGE RATES

<u>Classification</u>	<u>Hourly Wage Rate</u>
Naturalist	Current wage + 3.32%
Ranger I	Current wage + 3.32%
Ranger II	Current wage + 3.32%

Pay Period: Pay period shall be every two (2) weeks.

EXHIBIT B
INSURANCE

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Deductible – Single	250	500	1000
Deductible – Family	500	1000	2000
Coinsurance – PPO	80%	80%	80%
Coinsurance – Non PPO	60%	60%	60%
OPM – Single	750	1250	1500
OPM – Family	1500	2500	3000
Physician Office Visit	20%	20%	20%
Prescription Drugs			
Deductible \$50/\$100			
Generic	10	10	10
Brand Name (Formulary)	20	20	20
Brand Name (Non-Formulary)	45	45	45
Premium effective July 1, 2007			
Single	499.67	474.88	463.00
Family	1097.33	1047.75	1024.00
Employee contribution			
For dependent coverage	149.42	*99.84	**76.09
25% of Family minus Single			

* 1097.33 – 1047.75 = 49.58; 149.42 – 49.58 = 99.84

** 1097.33 – 1024.00 = 73.33; 149.42 – 73.33 = 76.09